

**Mandatory
Return by Nov.30**

EDIST 2019 Conference and Exhibition

January 16-18, 2019

Hilton Suites Toronto/Markham Conference Centre & Spa

6900 AIRPORT ROAD

8500 Warden Avenue, Markham, ON, L6G 1A5

Occupational Health and Safety Acknowledgement

Dear: Exhibitors/Suppliers:

The Electricity Distributors Association requires that all Exhibitors/Suppliers review and sign this form to acknowledge their acceptance and understanding of its contents.

Please **return it by November 30, 2018** to:

Attention: Natasha Galati

Electricity Distributors

Association

ngalati@eda-on.ca

Fax: 905.265.5301

The Ontario Ministry of Labour has declared that as of April 2000, all show sites are deemed to be construction sites. Consequently, the provisions of the Occupational Health and Safety Act and its Regulations (especially the Regulations dealing with Construction Projects) are applicable to the above Event. The Occupational Health and Safety Act is aimed at protecting and improving workplace health and safety conditions in Ontario.

Show Management subscribes to the view that workplace safety is a primary concern in the staging of an Event. Accordingly, Show Management requires that all Exhibitors and Suppliers adhere to the highest standards of safety when setting up and tearing down exhibits and take every reasonable precaution to protect the health and safety of workers. In addition, Show Management requests that all Exhibitors and Suppliers of the EDIST Show respect and comply with the Occupational Health and Safety Act and Regulations. Without limiting the generality of the foregoing, it is requested that all Exhibitors and Suppliers shall ensure the following:

- That all workers involved in the set-up and tear-down of the show are competent to perform their assigned duties;
- That workers are provided with information, instruction and supervision to protect the health and safety of the worker;
- That prescribed safety equipment, materials and protective devices are provided and that such equipment, materials and protective devices are maintained in good condition;
- That the equipment, materials and protective devices provided are used as prescribed;
- That a copy of the Occupational Health and Safety Act and any explanatory materials prepared by the Ministry of Labour which outline the rights, responsibilities and duties of workers are posted on the premises; (The Electricity Distributors Association will maintain at Show Office)

- That every precaution reasonable in the circumstances is taken for the protection of a worker.

The above list is not intended to be complete or exhaustive. Please consult the Occupational Health and Safety Act and Regulations for further information regarding your obligations under the Act.

Acknowledgement and Indemnity

On behalf of _____ (the "Exhibitor/Supplier") I, the undersigned, hereby acknowledge that I have read and understood the foregoing and agree that the safety of workers and the public on the Event premises are of prime concern to the Show Management and the Exhibitors. Accordingly, the Exhibitor hereby agrees to comply with and abide by all statutes and regulations that establish safety requirements, including but not restricted to the provisions of the Ontario Occupational Health and Safety Act and Regulations there under, and will co-operate with the Contractor in the establishment and enforcement of safe working procedures.

I also hereby confirm that the Exhibitor currently maintains, and will maintain at the time of the Event, adequate insurance to cover against any losses sustained or damages suffered, to persons or to property, arising out of any accidents or mishaps which may occur before, during, or after the Event attributable to the Exhibitors negligence in setting up or tearing down its exhibit.

Further, the Exhibitor hereby agrees to indemnify and save harmless The EDA and T.I.C.C. Limited (o/a International Centre), along with their successors and assigns (collectively the "Indemnified Parties") from all claims, demands, actions, or causes of action, and against any liability for damages, losses, expenses, fines and penalties of whatever kind or nature, arising out of any accidents or mishaps which may occur before, during, or after the Event which may be attributable to the Exhibitors negligence or breach of the Occupational Health and Safety Act and its Regulations in setting up or tearing down its exhibit, including, without limiting the generality of the foregoing, any fines or penalties assessed against the Indemnified under the Occupational Health and Safety Act.

In the event that the Indemnified Parties become involved in a charge, prosecution, civil litigation or any other legal proceeding under or related to the Occupational Health and Safety Act or its Regulations arising out of or related to a breach of the contract or the Exhibitor's performance or lack of performance of the contract or the Exhibitor's violation of the Occupational Health and Safety Act or its Regulations, then the Exhibitor agrees to be liable for, indemnify and pay the Indemnified Parties' fine, penalty, judgement, debt, damages and reasonable legal fees.

I hereby declare that I have read, understood and agree to be bound by the foregoing.

Name (Please Print)

Title

Signature

Date

I have authority to bind the Exhibitor/Supplier